Soulard, 9 Mo. 573, cases involving the validity of Spanish land grants [in Louisiana, Alabama and Missouri, it was held proper for the courts to take judicial notice of the Spanish law prevailing in those localities before their acquisition by the United States. Similar decisions were made in *Fremont* v. *United States,* 58 U. S. (17 How.) 542; *United States* v. *Chaves,* 159 U. S. 452, and *Wells* v. *Stout,* 9 Cal. 480, cases involving the validity of land grants] made under the Mexican law. The preceding cases were decided upon the theory that the laws of which judicial notice were taken were not foreign, but those of an antecedent government. Louisiana in two early cases, *Arayo* v. *Currell,* 1 La. 528, and *Berluchaux* v. *Berluchaux et al.,* 7 La. 539, carried this doctrine still further, holding it to be proper, in deciding cases involving the law of Mexico and Cuba respectively, to take judicial notice of the laws of those countries, in that the law of Spanish America had formerly been the law of Louisiana, the court presuming that no change had been made since that time. The doctrine of these early Louisiana cases, however, has apparently never been adopted in any other state.

HOMESTEAD—MORTGAGE OF AFTER ACQUIRED PROPERTY.—A man and his wife executed a mortgage which contained a clause including all after acquired property within the terms of the mortgage. Subsequently they acquired property which, ordinarily, would have been exempt from sale for debt under the homestead laws. Foreclosure was prayed against the property which was owned at the time of the execution of the mortgage and against the after acquired property. *Held,* a husband and wife may execute a valid mortgage on after acquired property even though such property, when acquired, shall be used or appropriated as homestead property. *Adkinson & Bacot Co.* v. *Varnado et al* (1908), — Miss. —, 47 South. 113.

Chief Justice WHITFIELD in the majority opinion said it was admitted that defendants could have mortgaged homestead property at the time of the execution of the mortgage, and that public policy was no more infringed by allowing them to mortgage future homestead property than by allowing them to mortgage present homestead property. A strong dissenting opinion was rendered by MAYES, J., in which he said that the effect of the mortgage was to waive exemption right and against public policy. CALHOUN, J., while concurring with WHITFIELD, Ch. J., said the legislature should pass a law making any mortgage of after acquired homestead property void. We think this is the first time this exact point has been before a supreme court, but an agreement that all the debtor's property shall be subject to levy and sale, contained in a promissory note, is inoperative as against the policy of the exemption laws. *Carter's Administrators* v. *Carter et al.,* 20 Fla. 558; *Mills* v. *Bennett,* 94 Tenn. 651; *Curtis* v. *O'Brien & Sears,* 20 Iowa 376, 80 Am. Dec. 543. "A covenant in a contract whereby the promisor agrees in advance to waive his rights of exemption, generally, is void in most jurisdictions, on the theory that the statute is enacted for the protection of necessitous debtors, and to allow them to contract away their

rights in advance would be to defeat the purposes of the statute." 1 PAGE, CONTRACTS, § 354. To the same effect *Moxley* v. *Ragan,* 10 Bush. 156.

HUSBAND AND WIFE—ACTION BY HUSBAND—INJURY TO INTENDED WIFE.—Plaintiff brings this suit to recover damages for the loss of the services of his wife, and for expense incurred by him as her husband in her care and cure, resulting from an antenuptial tort effected during the period of engagement existing prior to the marriage, through the negligent construction and the defective attachment of a platform railing. *Held,* no action lies by a husband against a person who has committed a tort upon the woman whom the plaintiff was engaged to marry at the time of the tort, and whom he subsequently marries. *Mead et al.* v. *Baum* (1908), — N. J. L. —, 69 Atl. 962.

Apparently the only case in which the question in the principal case is discussed is *Reading and Wife* v. *The Pennsylvania Railroad Company,* 52 N. J. L. 264. The trial judge charged that in estimating damages the jury had the right to take into account the earning capacity of the wife. This instruction was objected to on the ground that the woman married after the accident occurred; that if there was any diminution of the capacity of the wife to earn, the husband was the loser. The trial judge held this view fallacious, as the husband lost nothing by the disability of the wife. The husband had never become entitled to that which had suffered impairment, the deprivation having existed at the time of the marriage. The decision in the principal case is based upon the ground that the right to an action by a husband for an injury to his wife flows from the duty of the wife to render services to the husband, and as the marriage relation was not in existence at the time of the injury, the plaintiff is barred from a recovery. As to whether or not a suit will lie against a wrongdoer who prevents, in whole or in part, a promisor from fulfilling his contract to the loss of the promisee. *Dale et al.* v. *Grant et al.,* 34 N. J. L. 142. In this case there seems to have been a willful interference with the promisor; in the principal case the injury was effected by the negligent act of the defendant. In *Anthony* v. *Slaid,* 11 Metc. (Mass.) 290, where A., having agreed with a town for a specified sum to support all the town paupers, brought an action against S. for assaulting and beating one of the paupers, whereby he, A., was put to increased expense for the pauper's care and support, the right of A. to an action against S., who had rendered the execution of the contract more onerous, was denied, the court observing that the damage was too remote. It has been held that an insurance company could not recover of an incendiary the money paid to the owner of the property destroyed. *Rockingham Mutual Fire Ins. Co.* v. *Bosher,* 39 Me. 253. Where one person has contract relations with another, any injury to the latter which affects disastrously those relations does not constitute a legal injury to the former. *Conn. Mutual Life Ins. Co.* v. *N. Y. & N. H. R. R. Co.,* 25 Conn. 265. The authorities cited seem to agree with the principal case in that a recovery of damages, under such circumstances, would be too remote.